

Case law

Case Details

National ID: A822-1370/2013

Member State: Lithuania

Common Name: A822-1370/2013

Decision type: Court decision in appeal

Decision date: 29/10/2013

Court: Supreme Administrative Court of Lithuania

Subject:

Plaintiff: UAB Ekologiski vandenys

Defendant: State Consumer Rights Protection Authority

Keywords: aggressive commercial practices, financial services, material information, misleading omissions, misleading price, omission, transactional decision, unwanted solicitations

Directive Articles

Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 7, 1.](#) Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 7, 2.](#) Unfair Commercial Practices Directive, [Chapter 2, Section 2, Article 8](#)

Headnote

(1) Not providing the consumer with clear information on the total price of a product constitutes a misleading commercial practice.

(2) Actively persuading consumers into entering into an agreement with the trader can constitute an aggressive commercial practice.

Facts

The plaintiff, who offers credits to consumers, visited potential consumers and actively tried to convince consumers to conclude agreements. It was established that in those credit loan agreements, the total price was not indicated in a clear and unambiguous manner.

It was established that there was insufficient material information regarding the consumer credit.

Consequently, the defendant imposed a fine on the plaintiff.

The plaintiff appealed to this decision and filed a request to the court to reduce the fine.

The first court identified a breach of Article 6 (1) of the Lithuanian Law on Prohibition of Unfair Business-to-Consumer Commercial Practices which relates to misleading omissions. Thus, the first court decided to reject the complaint. The plaintiff again appealed to this decision of the first court.

Legal issue

The court decided that the plaintiff breached his obligation to provide the consumers with material and unambiguous information about the product offered.

The court approved the first court's argument that the plaintiff's actions caused the average consumer to take a transactional decision that he would not have taken otherwise if he were informed in an appropriate way.

The court reminded that the total price of the product was unclear.

As a result, so the court held, the plaintiff infringed the rules prohibiting misleading omissions.

In addition, the court considered the actions of the plaintiff consisting of visiting consumers and trying to persuade them to enter into an agreement, as constituting aggressive and unfair in respect of consumers.

Decision

(1) Does not providing the consumer with clear information on the total price of a product, constitute a misleading commercial practice?

(2) Can actively persuading consumers into entering into an agreement with the trader constitute an aggressive commercial practice?

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Result

The plaintiff's request was denied.